

MEMORANDUM OF UNDERSTANDING
Between
Federal Communications Commission
and
CIBERNET Corporation

**REGARDING THE ADMINISTRATION OF CELLULAR SYSTEM IDENTIFICATION
NUMBERS (SIDs)**

1. PARTIES. The parties to this Memorandum of Understanding (MOU or Agreement) are the Federal Communications Commission (FCC) and **CIBERNET Corporation**.

2. AUTHORITY. The authority to enter into this agreement was delegated to the Wireless Telecommunications Bureau by the Commission.⁷

3. PUPPOSE. The purpose of the MOU is to provide a means for **CIBERNET Corporation** to administer the process of assigning System Identification Numbers (SIDs) to cellular licensees.

4. RESPONSIBILITIES. The responsibilities of a Cellular SID Administrator are outlined in a separate document entitled *Guidelines for Cellular SID Administrators* (Guidelines) which is included as Attachment A of this MOU.

5. POINTS OF CONTACT. For purposes of this Agreement, the point of contact for the FCC is the Wireless Telecommunications Bureau, Commercial Wireless Division, 202-418-0620. The point of contact for **CIBERNET Corporation** is Mary P. Clark.

6. LIMITATION ON ASSIGNMENT OR TRANSFER. This Agreement may not be sold, assigned or transferred to any party without the prior written approval of the FCC. In addition, **CIBERNET Corporation** agrees to report to the FCC, within **sixty (60) days** of its concurrence, any matters that could reasonably be expected to impair its ability to perform the duties authorized under this Agreement, including, but not limited to, a filing for bankruptcy or any legal or administrative proceeding that may bear upon **CIBERNET Corporation** ability to perform the duties authorized under this Agreement.

7. OTHER PROVISIONS. Nothing in this Agreement is intended to conflict with current law or regulation or directives of the FCC. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but remaining terms and conditions of this Agreement remain in full force and effect.

8. EFFECTIVE DATE. The terms of this Agreement will become effective on the date of the last signature subscribed below.

9. MODIFICATION. This Agreement and the Guidelines constitute the entire Agreement of the parties. The FCC may initiate changes to the Agreement and the Guidelines by providing at least 30 days written notice to SID Administrators. Any changes to the Agreement requested by the

⁷ See In the Matter of Year 2000 Biennial Regulatory Review - Amendment of Part 22 of the Commission's Rules to Modify or Eliminate Outdated Rules Affecting the Cellular Radiotelephone Service and other Commercial Mobile Radio Services, WT Docket No. 01-108, *Report and Order*, 17 FCC Rcd 18401 (2002).

SID Administrator must be mutually agreed to in writing by both parties to the Agreement. The process to modify the Guidelines is described in Section 8.0 of the Guidelines.

10. TERMINATION. This Agreement is effective until terminated. Either party may terminate this Agreement by providing sixty (60) days notice to the other party. This Agreement may also be terminated by the FCC for cause at any time, if after notice of breach and a sixty (60) day period to cure the breach, the breach remains uncured. A breach is a failure of **CIBERNET Corporation** to perform any of the responsibilities under Section 4 of this Agreement outlined in the *Guidelines for Cellular SID Administrators*. Notifications required by this paragraph must be provided by Certified Mail - Return Receipt Requested and commence the day the Certified Mail is received by the other party. Within 30 days of termination of this Agreement for any reason, **CIBERNET Corporation** shall provide the FCC with a current and complete database of all cellular licensees and their SIDs.

11. APPROVAL. In accordance with the foregoing, the parties have indicated their approval of this Agreement as of the dates written below.

**FEDERAL COMMUNICATIONS
COMMISSION**

SID Administrator

By: _____

By:

Date: _____

Date: